

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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XEROX CORPORATION, a New York Corporation,

Plaintiff,

vs.

2 DUDES & A KID dba DI GROUP
INTERNATIONAL and dba DIGITAL
IMPACT, a Nevada Close Corporation; DOES
I-X, inclusive,

Defendants.

Case No.: 2:11-cv-00708-RLH-LRL

ORDER

(Motion to Strike #9)

Before the Court is Plaintiff Xerox Corporation's **Motion to Strike Defendant's Jury Demand** (#9, filed June 27, 2011). The Court has also considered Defendants 2 Dudes & A Kid dba DI Group International and dba Digital Impact's ("Digital Impact") Notice of Non-Opposition (#12, filed July 14, 2011). Xerox did not file a reply.

On May 4, 2011, Xerox filed this lawsuit against Digital Impact alleging breach of three agreements for the lease, sale, and maintenance of printing equipment. Each of the agreements explicitly state that "[i]n any action to enforce this Agreement, the parties agree . . . to waive their right to a jury trial." (Dkt. #9, Motion to Strike, Ex. 1, Lease Agreement, ¶ 31, Ex. 2, Lease Agreement, ¶ 28, Ex. 3, Lease Agreement, ¶ 13). However, Digital Impact included a jury

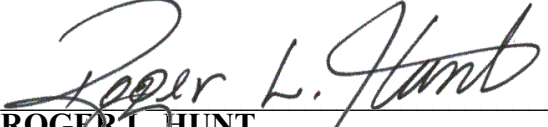
1 demand in its Answer and Counterclaim. (Dkt. #6). Xerox therefore asks the Court to strike
2 Digital Impact's jury demand. Digital Impact does not oppose Xerox's request.

3 Accordingly, and for good cause appearing,

4 IT IS HEREBY ORDERED that Xerox's Motion to Strike (#X) is GRANTED.

5 The Court instructs the Clerk of Court to assign this case to a non-jury trial.

6 Dated: July 26, 2011

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8 **ROGER L. HUNT**
9 **United States District Judge**